

1
2 BILL NO. S-88-06- 23

3 SPECIAL ORDINANCE NO. S- 49-88

4 AN ORDINANCE of the Common Council of
5 the City of Fort Wayne, Indiana,
6 ratifying compensation for certain
7 water pollution control maintenance
8 employees of the City of Fort Wayne,
9 Indiana, represented by the
10 Chauffeurs, Teamsters and Helpers
11 Local No. 414.

12 WHEREAS, previous agreements have been reached by and
13 between the City and the Chauffeurs, Teamsters and Helpers
14 Local No. 414 with respect to certain employees of the Water
15 Pollution Control Maintenance Department;

16 WHEREAS, on December 14, 1987, a supplemental agreement
17 was reached establishing annual pay and other monetary fringe
18 benefits for said employees for the year 1988 in accordance
19 with the collective bargaining ordinance of the City of Fort
20 Wayne;

21 WHEREAS, said collective bargaining ordinance requires
22 the approval of the Common Council of all decisions in regard
23 to annual pay and monetary fringe benefits;

24 WHEREAS, this ordinance is necessary to ratify, fix and
25 establish such annual pay and monetary fringe benefits for the
26 year 1988.

27 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
28 THE CITY OF FORT WAYNE, INDIANA:

29 SECTION 1. Effective January 1, 1988, the wage rate
30 for the different classifications of work within the Water
31 Pollution Control Maintenance Department shall be as set forth
32 in Schedule "C" of Addendum B attached hereto and made a part
hereof.

In addition, the following monetary fringe benefits
shall be approved:

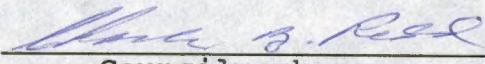
a.) When an employee is assigned to construction work,
an additional fifteen (\$.15) per hour will be paid.

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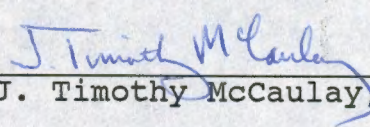
b.) The City shall supply a set of bib-overalls (Carhardt's) for each employee who is engaged in outside work. These shall be replace as needed when no longer serviceable for wear, but not more often than once in each year.

c.) The City shall guarantee that the "double indemnity" clause is in effect and is to be paid in the event of the death of any employee from the WPCMD.

SECTION 2. This Ordinance shall be in full effect from and after its passage, and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

N. Kloha
4-5-88

CTH Wage Agreement for 1988: for WPCM Dept.:

The City's proposal of 10-15-87 was:

- 25¢/hour across the board (2.89% of avg. 1987 wage of 8.65)
- Equity adjustment for Special Investigator of 5¢/hour (in addition to across-the-board increase) for 3 ee's
- 2nd shift Night Investigator gets increase in shift bonus from 15¢ to 25¢, or 10¢/hour increase
- Create Vactor Helper/Assistant classification @ 15¢/hour above Sewer Repairer rate; not specified whether this would be one position or one for each Vactor Operator
- No offer made on coveralls--noted that cost is approx. \$100/person
- Requested elimination of construction bonus (15¢/hour.)

Agreement submitted by CTH (Addendum B) on 1-6-88:

- 27¢/hour across the board (3.12% of avg. 1987 wage of 8.65)
- Equity adjustment for Special Investigator of 5¢/hour (in addition to across-the-board increase) for 3 ee's
- Shift differential increased 10¢/hour; currently affects two Night Investigators normally assigned to 2nd shift
- Creates Vactor Helper/Assistant classification @ 15¢/hour above Sewer Repairer rate; would affect two sewer repairman positions at present time--one for each Vactor
- City to provide bib coveralls (Carharts) for each ee engaged in outside work and replace as needed, but not more than once per year.
- (City to guarantee that life insurance pays double indemnity in event of accidental death. NOTE: City's ee life ins policy does pay double indemnity for accidental death.)
- All positions involved in construction and inspection/service shall be re-evaluated, taking into consideration increase in service area and workload with no increase in manpower.
- Includes "me, too" clause;

COST ANALYSIS: $27¢ \times 2088 \text{ hrs} = 563.76 \times 35 \text{ ees} = \$19,731.60$
 $+ (5¢ \times 2088 \text{ hrs} = 104.40 \times 3 \text{ ees} =) \quad 313.20$
 $+ (10¢ \times 2088 \text{ hrs} = 208.80 \times 2 \text{ ees} =) \quad 417.60$
 $+ (15¢ \times 2088 \text{ hrs} = 313.20 \times 2 \text{ ees} =) \quad 626.40$
 $+ (\text{approx. } \$100/\text{yr}/\text{ee}(\text{coveralls}) \times 33 \text{ ees} =) \quad 3300.00$
 $= \quad \quad \quad \$24,388.80$
 $\div 633,340.60 \text{ ('87 annual total)} = 3.85\%$

Chauffeurs, Teamsters and Helpers

2644 CASS STREET
FORT WAYNE, INDIANA 46808
TELEPHONE (219) 483-7159



Local Union No. 414

WALTER A. LYTTLE
SECRETARY-TREASURER

Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

January 6, 1988

Ms. Pamela K. Wimberly
Associate Director of
Labor Relations
City of Fort Wayne
One Main Street
Fort Wayne, Indiana
46802

Re: WPCMD Agreement

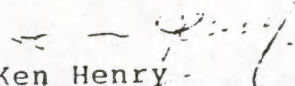
Dear Pam:

Please accept the enclosed copy of the Agreement that exists between the City of Fort Wayne and Teamsters Local 414. It is our understanding that this was submitted to Council and tabled when Mr. Edmunds was not able to properly represent the Administration as to its content.

I would request through your office that it be resubmitted to the Council for their approval at the earliest date possible. As indicated in this document there is a liability for wages that was effective on January 1, 1988.

Should you have any questions or comments that need addressed as to the contents please feel free to contact me at this Local Union Hall. Until such time I remain.....

Sincerely yours,
Teamsters, Local 414


Ken Henry -
Business Agent

cc:

Mr. Gary Merriman - Steward
Mr. John Moran - Superintendent, WPCMD
File

Chauffeurs, Teamsters and Helpers

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SECRETARY-TREASURER

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ADDENDUM B to Agreement between The CITY of Fort Wayne and
CHAUFFEURS, TEAMSTERS and HELPERS LOCAL NO. 414

The following is hereby mutually agreed by and between the CITY of FORT WAYNE, hereinafter referred to as the City, and Chauffeurs, Teamsters and Helpers Local No. 414, hereinafter referred to as the Union, that the following changes will become a part of the labor agreement between the parties:

1. Article I shall be amended to reflect a change, to allow for a continuation of the Period of Agreement to remain in force and effect through the 31st day of December, 1990. The balance of the language to remain intact.

2. Article I, Section 2 shall be altered to indicate the dates of 1st of January, 1988 for the beginning of payment of the appropriate negotiated wages and the date of October 1, 1988 for the notification of a request for wage reopeners for 1989. In the third sentence of Section 2, (a) the date shall reflect January 1, 1989. in sentence 4 the date shall be changed to reflect a date December 31, 1989.

Section (b) shall remain unchanged.

Section (c) - a new paragraph to read as follows:

If during the term of this agreement any alterations in the net wages shall be increased for any other bargaining unit within the City of Fort Wayne, such increase shall be added to the Schedule in effect at the time for WPCMD employees. Such additions to be consistent with those additions to the average net increase for the other bargaining unit and made in addition to and a part of the standard increases of the WPCMD schedule.

3. SCHEDULE "A" shall be altered to reflect a rate increase of twenty-seven cents (27¢) per hour for each classification listed in Schedule "A".

4. In addition to the rate increases indicated in Schedule "A" a re-evaluation of all positions currently involved in the construction areas and inspection/service areas of this Department shall be made. This re-evaluation shall take into consideration the increased responsibilities of the positions and the expansion of the system that have occurred during the past years. From 800 miles of sewer line to over 1600 miles currently, with every indication of this being increased in the near future. With the increase in service area no increase in the manpower has evolved. Thus creating an increase in the workload.

5. Special Investigator shall receive an additional five cents (5¢) per hour for their increased job responsibilities. The shift differential currently in effect shall be increased by ten cents (10¢) per hour on each of the premium shifts.

6. A new classification shall be added to the Schedule "A" Vector-Helper/assistant with an increase of fifteen cents (15¢) per hour over the rate.

7. The City shall supply a set of bib coveralls (Carhardt's) for each employee who is engaged in outside work. These shall be replaced as needed when no longer servicable for wear, but not more often than once in each year. When being replaced an old pair shall be turned into the Department.

8. The City shall guarantee that the "double indemnity" clause is in effect and is to be paid in the event of the death of any employee from the WPCMD.

FOR THE CITY:



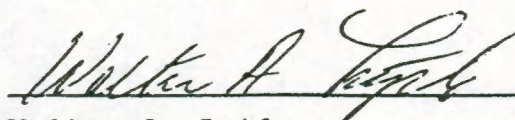
Win Moses, Jr.

Mayor

Dec 10, 1987

Date

FOR THE UNION:



Walter A. Lytle

Secretary-Treasurer

Dec 14, 87

Date

C.T.H. #414

Water Pollution Control Maintenance

Schedule C

Effective January 1, 1988, the wage schedule for the different classifications of work is as follows:

Senior Sewer Repairman	\$ 8.785
Combination Repairman & Truck Driver	8.667
Senior Combination Repairman & Truck Driver	8.835
Night Investigator*	8.702
Vactor Operator	9.27
Sewer Jet Flusher	9.27
Backhoe Operator	9.27
Hydraulic Sewer Rodder	9.27
Utility Construction Man	9.686
Working Foreman	9.686
Special Investigator	9.492
Janitor	7.282
Temporary Student Laborer	6.539
TV Truck Serviceman	9.27
TV Truck Assistant	8.785
Vactor Helper/Assistant	8.717
Sewer Repairman - First 3 months	8.365
4 thru 9 months	8.466
Over 9 months	8.567
Clerk Typist - First 3 months	7.512
4 thru 9 months	7.636
10 thru 15 months	7.77
Over 15 months	8.471

*Shift premium will be paid for shift hours actually worked.

NOTE: When employee is assigned to construction work, an additional fifteen cents (15¢) per hour will be paid.

Chauffeurs, Teamsters and Helpers

2644 CASS STREET
FORT WAYNE, INDIANA 46808
TELEPHONE (219) 483-7159



Local Union No. 414

WALTER A. LYTLE
SECRETARY-TREASURER

Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

June 20, 1988

Mr. F. Nelson Peters, IV
Director of Personnel
City Of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

Re: WPCMD Agreement

Dear Nelson:

Pursuant to our telephone conferences of June 3, 1988 and a further meeting on June 14, 1988 as well as our telephone conference of this date I would request that the following be entered into the record:

Teamster Local 414, in an attempt to resolve the issues surrounding the WPCMD Agreement, would agree not to invoke the "me too" clause for the current contract year. This would include from January 1, 1988 through December 31, 1988. This Agreement would be subject to certain stipulations and would be void should there be any failure on the part of the administration to support the terms and conditions of this side letter.

1. The City shall submit a revised Ordinance to include all of the negotiated terms and conditions of the Agreement. This would include the "me too", subject to this side letter as well as the wages and other benefits.
2. The City would implement the immediate reclassifications, subject to our negotiated Agreement referenced herein, as we discussed during our conference of June 3, 1988. This would include the comparative worth/equity evaluations of all of the classifications at WPCMD and the resultant increases would be put into effect no later than forty-five (45) days from the next regular pay day for the WPCMD personnel. The Union and the City shall establish a panel to reach a fair and equitable reclassification of these positions using an across the board, citywide comparison, of job worth and responsibility. This would be subject to the normal Council approval as exercised in the past.

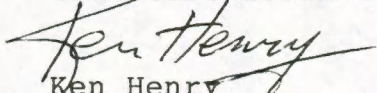
On reflection, as I look once again at the past efforts of the parties involved in this matter, I can only repeat my words of the June 6, 1988 letter.

To remain America's Number One City Fort Wayne has had to face many obstacles from blizzards to floods and now droughts. None of this has been easy and it took the efforts of the entire community to surface as the Number One choice. The struggle that the employees of WPCMD have engaged in to reach a fair settlement with City government is no exception to the term obstacle but hopefully with the support of the Administration a troubled past will finally be behind us and now the men and women at WPCMD can, once again, turn their full attention to the responsibilities that are theirs and forget this entire episode.

Perhaps "to forget" are not the proper words to use for "to forget" is not what any of us should do, instead perhaps we shall all learn a vital lesson in Democracy here. It can work if each and everyone of us continues to work inside the frameworks that are a part of City government, frameworks that are designed to allow for the reasonable and proper settlements of grievances and complaints.

Once again I would point out that it is with the utmost sincerity that Local 414 offers this as a practical settlement of this lingering problem. Should you have any question or comments please feel free to contact me at this Local Union Hall. Until then I remain.....

Sincerely,
Teamsters, Local 414


Ken Henry
Business Agent

cc:
Council Members
Stewards
File

Read the first time in full and on motion by Redd, seconded by Steno, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 6-28-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Steno, seconded by Steno, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>	<u>1</u>		<u>2</u>
BRADBURY				<u>✓</u>
BURNS	<u>✓</u>			
GIAQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT		<u>✓</u>		
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 7-12-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 8-99-88
on the 12th day of July, 1988,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of July, 1988, at the hour of 11:00 o'clock 4 .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 22nd day of July, 1988, at the hour of 2:00 o'clock 9 .M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

DIGEST SHEET

J-88-06-23

TITLE OF ORDINANCE Addendum B to Agreement between The City of Fort Wayne and Chauffeurs, Teamsters and Helpers Local No. 414DEPARTMENT REQUESTING ORDINANCE Personnel/Labor RelationsSYNOPSIS OF ORDINANCE Changes from previous agreement: (1) Amendsperiod of agreement From Dec. 31, 1988 (original expirationdate) through Dec. 31, 1990. (2) Provides 27¢/hour generalincrease, or 3% of avg. 1987 wage of \$8.65/hour. (3) Provides equiadjustments in selected classifications equal to 1.8¢/hour, or .2%of avg. 1987 wage. (4) Requires City to provide biboveralls (Carharts) for each employee engaged in outsidework, up to one year. (5) Requires re-evaluation of allpositions involved in construction and inspection/service work.EFFECT OF PASSAGE Increase of 3.85% in annual wage and benefit costs (not including overtime,) plus cost of personnel to re-evaluate positions. Precludes language changes until 1/1/91, unless mutually agreed upon.EFFECT OF NON-PASSAGE City and Union would have to re-negotiate wage agreement for 1988.MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Net direct costs/ expenditures total \$24,388.80; not including overtime pay. Additional costs may result from reclassification of positions.ASSIGNED TO COMMITTEE (PRESIDENT)

BILL NO. S-88-06-23

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common

Council of the City of Fort Wayne, Indiana, ratifying

compensation for certain water pollution control maintenance

employees of the City of Fort Wayne, Indiana, represented by

the Chauffeures, Teamsters and Helpers Local No. 414

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

NO

Donald J. Schmidt
CHAIRMAN

DSchmidt

Charles B. Redd
VICE CHAIRMAN

Samuel J. Talarico

James S. Stier

Janet G. Bradbury

CONCURRED IN 7-12-88

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk